



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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September 11, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**DEPARTMENT OF PUBLIC WORKS:
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 37, ACTON
AUTHORIZATION TO SIGN COOPERATIVE AGREEMENT TO INSTALL
WATER MAIN FOR PROPOSED ACTON/AGUA DULCE LIBRARY AND
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 37, ACTON
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 37, ACTON:**

Authorize the Director of Public Works, or his designee, to execute a Cooperative Agreement between the County of Los Angeles and the Los Angeles County Waterworks District No. 37, Acton, to share the cost of installing a water main as part of the proposed Acton/Agua Dulce Capital Project at an estimated cost to the Los Angeles County Waterworks District No. 37, Acton, of \$172,000 and to the County at an estimated cost of \$228,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action authorizes the Director of Public Works, or his designee, to execute an agreement between the County of Los Angeles (County) and the Los Angeles County Waterworks District No. 37, Acton (District), to share the costs of installing 830 feet of a 16-inch-diameter water main. The section of water main will be built as part of the proposed Acton/Agua Dulce Library Capital Project. The water main is needed to provide adequate domestic and fire flow capacity for the District's existing customers in addition to the water capacity needed for the Acton/Agua Dulce Library.

The total cost to construct 830 feet of the sixteen-inch diameter water main is \$400,000. The current Acton/Agua Dulce Library project budget includes funding to construct a twelve-inch diameter water main. Because the District requires a sixteen-inch water main, it has agreed to fund the difference in cost. The County's share of the cost is \$228,000 (57 percent), and the District's share is \$172,000 (43 percent).

Execution of the agreement is contingent upon the Board of Supervisors (Board's) approval to adopt final Plans, advertise for bids, and award a construction contract for the Acton/Agua Dulce Library Capital Project, which will be presented to your Board in October 2007. An increase in the project budget to reflect the District's contribution will be included in the recommendations presented in October.

Implementation of Strategic Plan Goals

The recommended action is consistent with the Countywide Strategic Plan Goals of Fiscal Responsibility (Goal 4), in reducing project costs by advertising and awarding a single construction contract for a larger water main instead of two separate water main construction contracts, and Community Services (Goal 6) by providing enhanced domestic and fire flow water capacity for the District's customers.

FISCAL IMPACT/FINANCING

The total estimated cost of the 830 foot section of water main is \$400,000, including contingencies. Based on the cost-sharing method of the agreement, the County Library Capital Project's 57 percent share of the cost is \$228,000, and the District's 43 percent share is \$172,000. Sufficient appropriation to fund the County's share of the cost is included in the proposed Fiscal Year 2007-08 Capital Projects and Refurbishments Budget (C.P. 77453). Financing for the District's share of the cost is included in the District's Fiscal Year 2007-08 Accumulative Capital Outlay Fund-Acton (N50).

The upsized water main scope of work is included in the proposed Acton/Agua Dulce Public Library project construction contract and the associated funding for this work is included in the project's \$13,267,000 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is completing the design of the Acton/Agua Dulce Library. The Acton/Agua Dulce Library requires construction of a 12-inch-diameter water main in Crown Valley Road to provide the necessary fire flow. However, the District's Master Plan requires a 16-inch-diameter water main along the same alignment.

The Honorable Board of Supervisors
September 11, 2007
Page 3

The Cooperative Agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(c) of the State California Environmental Quality Act Guidelines, the Cooperative Agreement does not constitute a project; however, construction of the water main funded by the Cooperative Agreement is a project and subject to the requirements of the State California Environmental Quality Act.

On May 21, 1991 (Synopsis 30), your Board adopted a Negative Declaration for the construction of water system facilities, including a 16-inch-diameter water main, on Crown Valley Road.

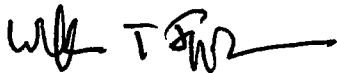
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The construction of the pipeline will enhance the District's services by providing adequate domestic and fire flow supplies for the District's customers.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office (Capital Projects Division), and two to the Department of Public Works, Waterworks Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW:DL
JSE:DJT:RB:mc

Attachment

c: County Counsel
Public Library

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (hereinafter referred to as AGREEMENT), made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 37, ACTON, a public county waterworks district formed pursuant to the County Waterworks District Law (hereinafter referred to as DISTRICT):

WITNESSETH

WHEREAS, COUNTY is planning to competitively bid and award a construction contract for the Acton/Agua Dulce Library project located in the unincorporated Acton area of Los Angeles County (hereinafter referred to as ACTON LIBRARY), and a new 12-inch-diameter water main in Crown Valley Road, from Sierra Highway to approximately 830 feet north of Sierra Highway (hereinafter referred to as WATER MAIN), is required to provide the needed fire flow capacity for ACTON LIBRARY water demands; and

WHEREAS, DISTRICT'S master plan calls for a 16-inch-diameter water main (hereinafter referred to as MASTER PLAN) to be installed in Crown Valley Road north of Sierra Highway; and

WHEREAS, the DISTRICT and the COUNTY desire to upsize the WATER MAIN from 12 to 16 inches in diameter pursuant to the MASTER PLAN (hereinafter referred to as PROJECT); and

WHEREAS, to pay for the PROJECT pursuant to the MASTER PLAN, DISTRICT will fund forty-three percent (43%) of the CONSTRUCTION COST OF PROJECT (hereinafter referred to as DISTRICT'S SHARE), as defined in 3(a); and

WHEREAS, the COUNTY will fund the remaining fifty-seven percent (57%) of the CONSTRUCTION COST OF PROJECT, as defined in 3(a), using capital project funds (hereinafter referred to as COUNTY'S SHARE); and

WHEREAS, the CONSTRUCTION COST OF PROJECT is estimated to be four hundred thousand dollars (\$400,000).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both COUNTY and DISTRICT, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To award and administer the construction contract for the PROJECT, to do all things necessary to complete the PROJECT pursuant to plans and specifications prepared by the DISTRICT for the PROJECT (hereinafter referred to as PLANS), and to act, only after consulting with DISTRICT, on behalf of DISTRICT, in all negotiations pertaining to the PROJECT.
- b. To obtain and comply with all necessary State, local, or other needed regulatory approvals or applicable permits and environmental documents (collectively, PERMITS), including, without limitation, performing all acts required by or in connection with the requirements of the California Environmental Quality Act, for the construction and operation of the PROJECT.
- c. To notify DISTRICT 48 hours in advance of the start of construction of PROJECT so that the DISTRICT may furnish an inspector to inspect construction of PROJECT. COUNTY'S inspector shall consult with DISTRICT'S inspector with respect to PROJECT, but COUNTY'S inspector's decision shall be final. Any inspection or any approvals of the PLANS or the PROJECT by the DISTRICT will not relieve the COUNTY of its obligations relating to the PROJECT.
- d. To furnish, within 60 days after acceptance of PROJECT by the COUNTY, a final accounting of the actual cost of PROJECT, for approval by the DISTRICT.
- e. To furnish DISTRICT, within 60 days after acceptance of PROJECT by the COUNTY, a red-lined or marked-up set of as-built drawings of PROJECT.
- f. To take all necessary steps to complete the PROJECT pursuant to the approved PLANS and the DISTRICT'S satisfaction.

(2) DISTRICT AGREES:

- a. Prepare the PLANS for use in competitively bidding and awarding a construction contract for the PROJECT.
- b. Upon award of the construction contract for the PROJECT, deposit with the COUNTY the full amount of the DISTRICT'S SHARE based on the amount shown on the bid that is accepted for award of the construction contract for the PROJECT, and to make such payment within 30 days of receipt of invoice from the COUNTY.
- c. To provide inspection during construction of the PROJECT to assist COUNTY with compliance of the PROJECT with the PLANS.

- d. To accept ownership of the PROJECT upon: i) completion of the PROJECT pursuant to the PLANS and the DISTRICT'S satisfaction; ii) written acceptance of the PROJECT by DISTRICT via Warranty Deed/Bill of Sale; and iii) delivery by the COUNTY to the DISTRICT of a final accounting that shows the CONSTRUCTION COST OF PROJECT, as defined in 3(a) (hereinafter referred to as FINAL ACCOUNTING).

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The "CONSTRUCTION COST OF PROJECT" shall mean payments made to third-party contractors pursuant to contracts that will be competitively bid and awarded by the COUNTY for the construction of the PROJECT, and it shall be based on the amount shown on the bid that is accepted for award of the construction contract for the PROJECT and include the cost of associated change of orders.
- b. The DISTRICT or its designee shall have the right to provide water through metered services to the DISTRICT'S or its designee's customers and collect any charges, fees, and rates, according to the Rules and Regulations of the Los Angeles County Waterworks Districts.
- c. The DISTRICT shall have the right to review and approve the FINAL ACCOUNTING and verify the accuracy and validity of the CONSTRUCTION COST OF PROJECT. The DISTRICT reserves the right to adjust the final payment based on the review of the Final Accounting.
- d. That the provisions of any General Services Agreement or Assumption Liability Agreement shall not apply to this AGREEMENT or the PROJECT.
- e. This AGREEMENT constitutes the full and complete understanding of the cost sharing regarding the construction of the PROJECT. This AGREEMENT hereby supersedes any prior or contemporaneous agreements between the parties involved in the foregoing matters.
- f. Except as provided herein, this AGREEMENT is intended solely for the benefit of the COUNTY and the DISTRICT, not any third parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by COUNTY OF LOS ANGELES, on _____, 2007, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 37, ACTON, on _____, 2007.

COUNTY OF LOS ANGELES

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 37, ACTON

By _____
Director,
Department of Public Works

By _____
Director,
Department of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

DEPARTMENT OF TRANSPORTATION
DISTRICT 7, 100 SOUTH MAIN STREET, 2ND FL.
LOS ANGELES, CA 90012



**AGREEMENT FOR MAINTENANCE OF LANDSCAPE
AREA WITHIN STATE HIGHWAY RIGHT OF WAY**

Permit No. 706-NLF-2165

Location: 07-LA-710-23.77

This Agreement is made and executed effective this ____ day of _____, 2007 by and between the State of California, acting by and through the Department of Transportation, District 7, located at 100 South Main Street, Los Angeles, California 90012, hereinafter referred to as "STATE", and Los Angeles County Department of Public Works, located at 900 South Fremont Avenue, Alhambra, California 91803, hereinafter referred to as "PERMITTEE".

A. RECITALS:

The parties desire to provide that PERMITTEE may install and maintain State Highway improvements which shall include landscape (planting and irrigation) along the sound wall at South Burger Avenue on the northbound 710 freeway in unincorporated County area of East Los Angeles, referred to herein as "PROJECT", as are shown on the attached Exhibit. PERMITTEE is willing to fund one hundred (100%) of all design, capital outlay, maintenance, and staffing costs.

B. AGREEMENT:

In consideration of the mutual covenants and promises herein contained, PERMITTEE agrees as follows:

1. PERMITTEE will submit plans, prepared and signed by a licensed Landscape Architect to the Office of Permits for review and approval and will obtain all necessary encroachment permits prior to the start of any work within STATE'S right of way,
2. After installation of project and to the satisfaction of STATE, PERMITTEE shall apply for an annual maintenance permit (NLM) in accordance with STATE'S standard permit procedures. PERMITTEE shall obtain aforesaid encroachment permit through the Caltrans, District 7, Office of Permits at (213) 897-3631.
3. PERMITTEE may contract with others to install, and thereafter to maintain the PROJECT per Section 6. A separate encroachment permit is required for any sponsored third party and shall be issued at no cost. In addition, a letter is required from PERMITTEE stating that authorization has been granted to a third party to perform such

DEPARTMENT OF TRANSPORTATIONDISTRICT 7, 100 SOUTH MAIN STREET, 2ND FL.
LOS ANGELES, CA 90012

maintenance work. It is understood that terms and conditions of this agreement, or any interest herein, or any portion hereof, with exception to Section 7 shall not be assigned or delegated to third parties.

4. Damage to PROJECT resulting from accident, storm, neglect or other causes beyond the control of the STATE are the responsibility of the PERMITTEE.
5. STATE will maintain all highway signs, paved drainage structures, and other non-landscape highway appurtenance with exception to those items listed in Section "A", Recitals and as shown on the attached Exhibit.
6. In addition to designing and installing these permitted landscape items, PERMITTEE agrees to:
 - a) Provide and maintain all water and irrigation systems including utility costs for PROJECT. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.
 - b) Replace unhealthy or dead plantings as they are observed.
 - c) Keep entire PROJECT free of litter, debris and deleterious material.
 - d) Control rodents and pests.
 - e) Control weed growth before weeds exceed 6 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
 - f) Maintain the landscaping, paving or other unplanted areas along the roadside within the limits of the PROJECT, exclusive of paved drainage facilities, so as not to obstruct the flow of water.
 - g) All plantings shall be maintained in such condition that they do not interfere with the free flow of traffic, includes the maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
 - h) Maintain sidewalks in a safe and barrier-free condition.
 - i) Adequately water and fertilize all plantings to maintain a healthy growth. Plants shall be fertilized 3 times a year.
7. It is understood that for any reason PERMITTEE decides not to renew its maintenance permit required herein, or if the planting is not maintained to the minimum standards specified herein, STATE shall provide PERMITTEE with a written notice. PERMITTEE shall respond within thirty (30) days of receipt of said notice. Said response shall describe the action to be taken by PERMITTEE to bring the affected areas back into compliance. In the event PERMITTEE does not provide such response and take any action, this AGREEMENT will be terminated. PERMITTEE will reimburse STATE, on presentation of a bill, for all costs incurred by STATE forces or a STATE contractor to

DEPARTMENT OF TRANSPORTATION

DISTRICT 7, 100 SOUTH MAIN STREET, 2ND FL.
LOS ANGELES, CA 90012



maintain or remove the PROJECT and to pave over or otherwise restore the area to a condition satisfactory with STATE.

8. All work performed for or by PERMITTEE within the PROJECT will be done at no cost to the STATE.
9. Various future STATE projects may be implemented which will require removal and/or modification to all or a portion of PROJECT. Any replacement landscaping including irrigation facilities may be STATE'S responsibility. Upon completion of work, which affects the limits of maintenance, a revised Exhibit will be prepared and delivered to PERMITTEE'S for review. Exhibit will supersede the original limits shown on the original permit plans.
10. Changes to PROJECT affecting public safety or public convenience, all design and specification changes and all major changes including removal, severe pruning (topping), or addition of either planting or irrigation shall be approved by STATE in advance of performing work. Unless otherwise directed by STATE'S representative, changes authorized will require an encroachment permit. Failure to notify STATE of such changes shall result in the immediate removal of PROJECT or portions of PROJECT at PERMITTEE'S expense.

C. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Nothing in this provision of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this agreement, or affects the legal liability of either party by imposing any standard of care respecting the design, construction, and maintenance of STATE highway right of way different from the standard of care imposed by law.
2. It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by PERMITTEE under or in connection with any work performed by PERMITTEE under this agreement. It is further understood and agreed that, pursuant to Government Code Section 895.4, PERMITTEE shall defend, indemnify and hold harmless the STATE, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by PERMITTEE under or in connection with any work performed by PERMITTEE under this agreement.
3. PERMITTEE waives any and all rights to any type of express, implied and comparative indemnity against STATE, its officers and employees arising from any work performed by PERMITTEE under this agreement.

DEPARTMENT OF TRANSPORTATIONDISTRICT 7, 100 SOUTH MAIN STREET, 2ND FL.
LOS ANGELES, CA 90012

4. Upon termination of this agreement, ownership and title to all materials, equipment and appurtenances installed inside STATE'S right of way will automatically be vested in STATE. Those materials and equipment installed outside of the STATE'S right of way will automatically and immediately be vested in PERMITTEE, and no further agreement will be necessary to transfer ownership.

D. TERM OF AGREEMENT

This AGREEMENT shall become effective upon execution and shall remain in full force in **perpetuity** until terminated. Failure to comply with provisions set forth in Section B, Article 7 would be grounds for Notice of Termination by STATE.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in duplicate as of the day and year stated above.

*PERMITTEE**STATE OF CALIFORNIA**Signature:* _____

Print Name: _____JEFFREY A. YUEN*Title:* _____LANDSCAPE ASSOCIATE*Phone:* _____(213) 897-6381*Date:* _____
